

**SOLICITATION, OFFER, AND AWARD**1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

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2. CONTRACT NUMBER DE-AC06-99RL13989	3. SOLICITATION NUMBER DE-RP06-99RL13989	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/18/1999	6. REQUISITION/PURCHASE NUMBER 06-99RL13989.000
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7. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Attn: Linda Doggett Richland	CODE WA 99352	8. ADDRESS OFFER TO (If other than item 7)
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NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Richland until 3:00 local time 07/26/1999  
(City) (Hour) (Date)

CAUTION - LATE Submission, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME: Ryan Kilbury	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (509) 373-9758	C. EMAIL ADDRESS ryan.m.kilbury@rl.gov
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	_____ CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	M001	18 Jun 99	M002	18 Jun 99
	M003	6 Jul 99	M004	14 Jul 99

15A. NAME AND ADDRESS OF OFFEROR CCSI, Limited Partnership 800 West Airport Freeway, 8th Floor Irving, Texas 75062	CODE FACILITY CODE	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Lisa M. McManus President & Chief Operating Officer
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15B. TELEPHONE NO. (Include area code) (800) 743-2231	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>	17. SIGNATURE 	18. OFFER DATE 23 Jul 99
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED N/A	20. AMOUNT \$514,000.00	21. ACCOUNTING AND APPROPRIATION INFORMATION 89X0242.91 YN01
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) Clause G-1	ITEM
24. ADMINISTERED BY (If other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	

See Clause G-1

26. NAME OF CONTRACTING OFFICER (Type or print) Richard O. Puthoff	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 9/15/99
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IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA FAR (48 CFR) 53.214 (c)

**Section B**

**Supplies or Services and Prices**

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**B.1 Workers' Compensation Claims Administrative Services**

This is a fixed-unit price services contract for Workers' Compensation Claims Administrative Services for the U. S. Department of Energy's Hanford Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in an efficient and effective manner, all work set forth in Section C, *Statement of Work*.

**B.2 Obligation of Funds and Limitation of Government Financial Liability**

The total amount of funds presently obligated by the Government under this contract is \$2,914,000.00. The Government will obligate contract funds based upon the expected number and type of claims anticipated to be processed. If, in the Contractor's judgment, the total amount of payments that will be due to the Contractor within the next 60 days will exceed the total funds obligated, the Contractor shall notify the Contracting Officer in writing. The Contractor has no obligation to perform and the Government has no obligation to pay for services in excess of the total funds obligated.

**B.3 Price(s)**

The Contractor will be paid monthly to provide claim services. The Government will transfer all existing claims to the Contractor. All claims, including the existing open claims transferred during the transition period, will be paid at the rates set forth below:

Fiscal Year	Indemnity Unit Price/per claim	80% Payment (Opening of new or transferred claims)	20% Payment (Closure of Claims)
FY2000	985.00	\$788.00	\$197.00
*FY2001	1039.00	\$831.20	\$207.80
*FY2002	1096.00	\$876.80	\$219.20
*FY2003	1157.00	\$925.60	\$231.40
*FY2004	1215.00	\$972.00	\$243.00

Fiscal Year	Medical Only Unit Price/per claim	80% Payment (Opening of new or transferred claims)	20% Payment (Closure of Claims)
FY2000	540.00	\$432.00	\$108.00
*FY2001	570.00	\$456.00	\$114.00
*FY2002	601.00	\$480.80	\$120.20
*FY2003	634.00	\$507.20	\$126.80
*FY2004	665.00	\$532.00	\$133.00

\* - Option years - at the sole discretion of the Government.

In the event that a medical only claim evolves into an indemnity claim, the Contractor shall invoice for the difference, if any, between the amount previously invoiced and the higher unit price.

**B.4    Reimbursable Expenses**

In addition to the payments due in accordance with paragraph B.3 above, the Contractor shall also be paid those charges that have been incurred pursuant to Special Contract Requirement H-9, Reimbursable Expenses.

Section C

Statement of Work

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## C.1 Introduction

This is a fixed unit price services contract for workers' compensation claims services at the Hanford Site. The Contractor will provide services in the processing of workers' compensation claims for certain covered Site contractors (listed in Section J, Attachment J.3), and others as directed by the Contracting Officer (CO) or designee.

The purpose of the workers' compensation program at the Hanford Site is to provide for appropriate medical care, make benefit payments in a timely manner, minimize disability, and return injured and/or ill employees to the job of injury, suitable employment within the Hanford Site or other gainful employment. The program will be administered to preserve the assets of the Government and its covered Site contractors. It is the Government's policy to pay full benefits as required by Washington State law. The Contractor will deliver benefits in keeping with the rates prescribed in the workers' compensation laws of the state of Washington.

The Contractor is required to maintain a local claims management unit in the Federal Office Building, as defined in Section J, List of Attachments, Attachment J.2, with personnel dedicated to the management and administration of the Hanford Site Workers' Compensation Program.

The Contractor shall comply with all applicable Federal, State, and local requirements and with all applicable, DOE and Richland Operations Office (RL) Orders and Directives, and where these requirements differ, the Contractor shall comply with the more stringent requirement. Where established requirements do not exist, the Contractor shall provide workers compensation services using current best practices in workers compensation claims management and administration.

Workers' compensation claims services will be provided to employees of the covered Site contractors or others as designated by the CO (Listed in Section J, Attachment J.3). These services include the requirement that the Contractor update existing records with new results and create new records, where necessary.

This *Statement of Work* is divided into three sections: this introduction, a description of services, and transition requirements.

## C.2 Description of Services

The Contractor shall provide workers' compensation claims services including, but not limited to:

- a. timely and effective claims management to the covered Site contractors (listed in Section J, Attachment J.3), and others as directed by the CO or designee;
- b. establishment of a claim file upon notice or independent knowledge of an industrial injury or occupational disease, which meets the definition of a compensable injury or occupational disease as those terms are defined in Revised Code of Washington (RCW) 51.08 and notification to the cognizant contractor and the occupational health services provider within one (1) working day;

- c. evaluation of claims to determine their validity and compensability;
- d. timely authorization and payment for appropriate medical services;
- e. accurate and timely payment of the following benefits: temporary total disability, temporary partial disability, permanent partial disability, fatality, and permanent total disability awards;
- f. coordination of communication among the injured worker, the attending physician, the responsible contractor, the Hanford Site medical service provider, and any other entity involved in the management of a claim;
- g. determinations as to whether independent medical examinations, investigations, and/or vocational rehabilitation services are appropriate; and making necessary arrangements for such services;
- h. closure of claims in accordance with RCW 51;
- i. professional guidance to Site contractors and RL management on all workers' compensation issues by identifying trends or weaknesses and providing recommendations for enhancements to safety, claims management, or return-to-work programs;
- j. protection of the privacy of employees and the confidentiality of their medical records, consistent with the Privacy Act of 1974, as amended, and other applicable laws and regulations;
- k. timely and accurate information regarding individual industrial injury and illness claims to RL, covered Site contractors and others as designated by the CO;
- l. filing of all required legal forms, reports, and documents with the Washington Department of Labor and Industries;
- m. identification and pursuit of any claims of subrogation, fraud, special funds or other recoverable monies; any such recovery shall be credited to the proper account;
- n. evaluation of future liability for claims to establish reserves; review reserves on a monthly basis providing notification of substantial reserve changes to the responsible contractor and RL;
- o. establishment and maintenance of an interactive, Y2K compliant, database accessible by Department of Energy (DOE) and others designated by the CO. The individual covered Site contractors shall have access to only those portions of the database containing information on the specific claims of their employees. The Contractor shall provide training sufficient to enable all parties to operate the system effectively;

- p. monthly meetings with RL and each of the covered Site contractors separately to discuss status on open claims. At these monthly meetings the Contractor shall be prepared to give complete details on any open claims;
- q. quarterly meetings with RL and all covered Site contractors to discuss matters of general interest;
- r. maintenance of accurate records and cooperation in any audits, reviews or other investigations of the Hanford Site Workers' Compensation Program;
- s. assistance to counsel retained to represent RL's interests and/or representation of other RL interests at all hearings, appeal processes, and/or trials, and obtain CO approval for retention of counsel or other experts as necessary in accordance with Section H, H-10, Workers' Compensation Litigation and Claims; and
- t. preparation of documentation and defenses of cases and assisting selected legal counsel in the preparation of cases for hearings, appeals, and/or trial.

**C.3 Management and Oversight of Insurance Claim Number 8600434**

The Contractor shall provide case management services for Mr. Donald L. DeHart. Specifically, the Contractor shall facilitate the processing of medical claims and coordinate the payment of medical expenses incurred by Mr. DeHart on account of the injuries that he sustained at the 400 Area, Hanford Project, on May 25, 1979. Payments made shall be equivalent to those that would otherwise be paid for or provided by the Department of Labor and Industries, State of Washington, as allowable under Donald L. DeHart's Industrial Insurance Claim number 8600434; provided, however, that payments in excess of those otherwise paid for or provided by the Department of Labor and Industries, State of Washington, shall be paid to the extent such payments are required to provide Mr. DeHart with services required by applicable standards of good medical practice.

**C.4 Transition Requirements**

The Contractor shall accomplish transition from the existing provider (currently the State of Washington) of workers' compensation claims administrative services between the date of contract award and September 30, 1999. During this transition period, the existing provider will be responsible for delivery of workers' compensation claims administrative services. The Contractor shall implement its proposed Transition Plan, as approved by the Contracting Officer.

The Contractor shall assume responsibility for delivery of workers' compensation claims administrative services for all claims originating on or after October 1, 1999. Between October 1, 1999 and December 31, 1999, the Contractor shall implement and conduct an orderly transfer of pre-existing open claims and assume responsibility and accountability from the existing provider.

The activities to be accomplished include, but are not limited to, the following:

- a. complete all specific milestones identified in the Transition Plan;



- b. execute any necessary transition agreements with the existing provider; obtain RL approval before execution by the Contractor; and
- c. submit periodic transition reports as directed by the CO.

**Section D**

**Packaging and Marking**

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D.1 Packaging

Preservation, packaging, and packing for shipment or mailing of all work delivered under this Contract shall be in accordance with good commercial practices and adequate to ensure acceptance by common carrier and safe transportation.

D.2 Marking

Each package, report or other deliverable shall be accompanied by a letter or other document which identifies

- a. the contract by number under which the item is being delivered and
- b. the deliverable item number or report requirement applicable to the delivered item(s).

**Section E**

**Inspection and Acceptance**

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E.1 FAR 52.246-4 Inspection of Services -- Fixed-Price (Aug 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.2 Inspection

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

E.3 Acceptance

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

**Section F**

**Deliveries or Performance**

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F.1 Period of Performance

The period of performance (exclusive of the Transition Period) for the work specified in Section C, *Statement of Work*, of this Contract shall commence on October 1, 1999 and continue through September 30, 2004.

F.2 Principal Place of Performance

The principal place of performance of this Contract shall be the Federal Office Building as described in Section J List of Attachments, Attachment J-2. Worker's compensation claims processing and administrative services shall be performed in the Federal Office Building.

F.3 Reporting Requirements

The following are reports required of the Contractor. This list is not complete and is subject to change at the sole discretion of the Contracting Officer or designee. The distribution list, content, and format will be determined by the Contracting Officer or designee.

Table F.1, Reporting Requirements			
Title	Content	Frequency	Recipient
Status Report of Individual Claims by Contractor/Subcontractor	Name; Claim Numbers; Nature/Type of Injury; Date of Injury; Benefits/Costs Paid. (See J.5 - Format for Status Report)	Monthly	Cognizant Covered Site Contractor, DOE-RL Program Manager, and DOE-RL Financial Management Division (FMD)
Open Case Liability Estimate Report by Contractor/Subcontractor	List of claims with reserves; amounts of such reserves; and any changes from the previous month.	Monthly	Cognizant Covered Site Contractor, DOE-RL Program Manager, and DOE-RL FMD
Trend Analysis Report by Contractor/Subcontractor	Numbers and costs of injuries by injury types/nature, etc; average length of claims; comparison with industry claims.	Quarterly	Cognizant Covered Site Contractor, HEHF, and DOE-RL Program Manager
Pension Report by Contractor/Subcontractor	All monies paid or recovered on pensioned claimants.	Monthly	Cognizant Covered Site Contractor, DOE-RL Program Manager, and DOE-RL FMD
New Claims/Claims Closure Report by Contractor/Subcontractor	Lists of all claims opened and/or closed during the previous month.	Monthly	Cognizant Covered Site Contractor and DOE-RL Program Manager
Financial Report on Claimant Benefit Payment Account	List of all checks paid detailing check number, payee, payment amount, and beginning and ending balance of the account.	Monthly	DOE-RL FMD
Report of Records Holdings	Identifies volume of active records being maintained by Contractor.	Annually	RL-Site Services Division (SSD)
Records Inventory and Disposal Schedule	Identifies active records and approved schedule for disposition of records.	Annually	RL-SSD

Table F.1, Routine Reporting Requirements			
Title	Content	Frequency	Recipient
New Claims/Claims Closure Report by Contractor/Subcontractor	Lists of all claims opened and/or closed during the previous month.	Monthly	Cognizant Covered Site Contractor and DOE-RL Program Manager
Financial Report on Claimant Benefit Payment Account	List of all checks paid detailing check number, payee, payment amount, and beginning and ending balance of the account	Monthly	DOE-RL FMD
Report of Records Holdings	Identifies volume of active records being maintained by Contractor	Annually	RL-SID
Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	Annually	RL-SID



**Section G**

**Contract Administration Plan**

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G.1 Billing Instructions

a. Invoices

The Contractor shall submit to the Government a monthly invoice that contains the following information:

Claim Number  
Employee Name  
Contractor/Subcontractor  
Type of Claim (indemnity/medical only)  
Unit Price  
Percentage (under B-3, Price, either 80% or 20% Payment)  
Reimbursable Expenses (include a copy of Contracting Officer/Designee direction letter)  
Payments made to claimant

The Contractor shall submit invoices to the following offices:

**Originals are to be submitted as follows:**

ORIGINAL TO: Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 4307  
Oak Ridge, TN 37831

EXPRESS COURIER ADDRESS: Department of Energy  
Oak Ridge Financial Service Center - RL  
200 Administration Road  
Oak Ridge, TN 37830

**Copies are to be submitted as follows:**

COPY TO: Department of Energy  
Procurement Services Division  
P.O. Box 550 - MS A7-80  
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy  
Procurement Services Division  
825 Jadwin Avenue - MS A7-80  
Richland, WA 99352

COPY TO: Department of Energy  
COR  
P.O. Box 550 - MS A7-80  
Richland, WA 99352

EXPRESS COURIER ADDRESS: Department of Energy  
COR  
825 Jadwin Avenue - MS A7-80  
Richland, WA 99352

Original and copies of invoices are to be transmitted simultaneously, by the same carrier method. Invoices not simultaneously submitted to all addressees may be rejected or have payment delayed.

G.2 RL Property Administration

The point of contact for contract administration relating to Government property is as follows:

U. S. Department of Energy  
Richland Operations Office  
Organizational Property Management Officer  
Office of Site Services, MS A2-15  
P.O. Box 550  
Richland, WA 99352

G.3 Contracting Officer's Representative (COR) Technical Direction - Notification of Changes

- a. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this Contract.
- b. Performance of the work under this Contract shall be subject to the technical direction of the COR. The COR will be designated in writing by the Contracting Officer. The designation letters will include the COR's authority, responsibility, and limitations; a copy of the designation letter will be provided to the Contractor by the Contracting Officer.

The term "technical direction" is defined to include, without limitation:

1. Directions to the Contractor that redirect the Contract effort (change control), shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual *Statement of Work*, found in Section C;
2. provision of written information to the Contractor that assists in the interpretation of drawings, specifications, or technical portions of the work description;
3. review and, where required by the Contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government under the Contract; and

4. performance of technical monitoring, inspection, approval of shop drawings, testing, approval of samples, engineering evaluation, monitoring schedules and deliverables, and other functions not involving a change in the scope, price, or terms or conditions of the Contract.
- c. Technical direction must be within the *Statement of Work* (see Section C) stated in the Contract. The COR does not have the authority to, and may not, issue any technical direction that does the following:
1. Constitutes an assignment of additional work outside the *Statement of Work* (see Section C);
  2. constitutes a change, as defined in Contract clause entitled *Changes* (see Section I);
  3. changes any of the express terms, conditions, or specifications of the Contract; or
  4. interferes with the Contractor's right to perform the terms and conditions of the Contract.
- d. All technical directions shall be issued in writing by the COR.
- e. The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his/her authority under the provision of this clause.
- f. If, in the opinion of the Contractor, any instruction or direction (including actions, inactions, and written or oral communications) by the COR falls within one of the categories defined in paragraphs c.1 through c.4 above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instructions or direction, and shall request that the Contracting Officer modify the Contract accordingly. On the basis of the most accurate information available to the Contractor, the notice shall state:
1. The date, nature, and circumstances of the conduct regarded as a change.
  2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct.
  3. The identification of any related documents provided by the COR and documentation of any oral communication involved in such conduct.
  4. In the instance of alleged acceleration of scheduled performance or delivery, the cause for this acceleration.
  5. The particular elements of Contract performance for which the Contractor may seek an equitable adjustment under this clause, including
    - a) what Contract line items have been or may be affected by the alleged change;

- b) what labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - c) to the extent practicable, what delay and disruption in the manner and sequence of performance, and effect on continued performance, have been or may be caused by the alleged change; and
  - d) what adjustments are estimated to Contract costs, delivery schedule, and other provisions affected by the alleged change.
6. The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance. Upon receiving the notification from the Contractor, the Contracting Officer will do one of the following:
- a) Advise the Contractor in writing within 30 days after receipt of the Contractor's letter that the technical direction is within the scope of the Contract and does not constitute a change under the "Changes" clause;
  - b) inform the Contractor in writing within 30 days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or
  - c) advise the Contractor that the Government will issue a written change order. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in this subsection.
- g. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the Statement of Work of the Contract, or a failure to agree upon the Contract action to be taken with respect thereto, shall be subject to the Contract clause entitled *Disputes*, in Section I, *Contract Clauses*.

G.4 Modification Authority

As stated above and notwithstanding any of the other provisions of this Contract, the Contracting Officer shall be the only individual on behalf of the Government authorized to

- a. accept nonconforming work;
- b. waive any requirement of this Contract; and/or
- c. modify any term or condition of this Contract.

G.5 Representations and Certifications

The Representations and Certifications, Section K of the solicitation leading to award of this Contract, as completed by the Contractor, are hereby incorporated into this Contract by reference.

Section H

Special Contract Requirements

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#### H.1 Key Personnel Requirements

- a. Key personnel requirements for the provision of services are as follows:

<u>Name</u>	<u>Title</u>
<u>Rita Carroll</u>	<u>Program Manager</u>
<u>Suzanne Richardson</u>	<u>Account Executive</u>
<u>Lisa McManus</u>	<u>President &amp; C.O.O.</u>
<u>Theodore Sappore</u>	<u>Systems Manager</u>

In the event a key person(s) is unavailable to provide services under this Contract for any reason, the Contractor, subject to the approval of the Contracting Officer, shall provide the Government with personnel of equivalent or superior qualifications as the key person(s) to be replaced.

#### H.2 Laws, Regulations, and DOE Directives

- a. In performing work under this Contract, the Contractor shall comply with the requirements of Federal, State, and local laws and regulations and DOE Directives, unless relief has been granted in writing by the appropriate regulatory agency.
- b. The Contractor shall be responsible for compliance with the requirements made applicable to this Contract, regardless of the performer of the work. Consequently, the Contractor shall be responsible for flowing down the necessary provisions to subcontracts at any tier to which such requirements apply.
- c. The Contractor shall incorporate the substance of this clause with respect to applicable Orders and Directives in applicable subcontracts and as directed by the Contracting Officer.

#### H.3 Systems/Ownership of Records

- a. Government Records

Except as provided in Paragraph b. of this clause, all records acquired or generated by the Contractor in its performance of this Contract shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the Contractor either as the Contracting Officer may from time to time direct during the process of the work or, in any event, as the Contracting Officer shall direct upon completion or termination of the Contract.

- b. Contractor's Own Records

The following records are considered the property of the Contractor and are not within the scope of Paragraph a. above:

1. employment-related records as follows:
  - a) personnel files maintained on current individual employees;
  - b) files maintained on applicants;
  - c) qualifications or suitability for employment;
  - d) allegations, investigations, and resolution of employee misconduct;
  - e) employee discipline;
  - f) records on salary and employee benefits;
  - g) labor negotiations records;
  - h) employee concern program records;
  - i) employee assistance program records;
2. Confidential Contractor financial information and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters).
3. The following categories of records:
  - i. executed license agreements (including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans) and all related documents, notes, and correspondence;
  - ii. the Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - iii. patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents, and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

c. Inspection, Copying, and Auditing of Records

All records acquired or generated by the Contractor to perform the services under this Contract shall be subject to inspection, copying, and audit by the Government at all reasonable times, and the Contractor shall afford the Government or its designee reasonable facilities for such inspection, copying, and audit. Upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit.



d. Applicability

The provisions of paragraphs b. and c. of this clause apply to all records described therein without regard to the date or origination of any such record.

e. Records Retention Standards

Special records retention standards, as described in the National Archives and Records Administration (NARA) General Records Schedule and the Department of Energy (DOE) Records Schedules (version in effect on effective date of Contract), are applicable for the classes of records described therein whether or not the records are owned by the Government or the Contractor.

f. Flowdown

The Contractor shall include the requirements of this clause in all applicable subcontracts.

H.4 Health and Safety

The Contractor shall comply with Hanford Site access requirements for on-site activities conducted by the Contractor, including requirements for inspections conducted in areas that may contain chemical, biological, physical, and/or radiological hazards. Employees may be required to use Hanford Site dosimetry and comply with site dosimetry requirements. Employees may be required to receive site access training and facility specific training depending on locations that employees may visit as part of Contract work activities. Contractor employees shall complete an Employee Job Task Analysis (EJTA). Any medical monitoring exams or other occupational health related services must be obtained from the Hanford Site Occupational Medical Contractor.

H.5 Security Requirements

a. Citizenship

Each Contractor and subcontractor employee who requires authorization to have access to the Hanford Site must be a citizen of the United States or a foreign national with proper, advance DOE authorization.

b. Property Passes

Property passes are necessary for the movement of Government property and/or prohibited articles into and out of limited and/or protected areas of the Hanford Site. The Government will advise the Contractor of procedures applicable to this Contract.

c. Employee Access

Contractor employees without appropriate levels of security clearance may require security escort when access to Limited and/or Protected Areas of the Hanford Site is required.

d. Picture Security Badges

1. Each Contractor and subcontractor employee must have a picture (photo) security badge for access to any area within the Hanford Site. Picture badges are not required for visitors whose stay is for 30 days or less; in such cases, badges without photos are required. Security badges shall be worn in plain view, above the waist. Each employee must appear in person to obtain a badge. Badge applicants must provide adequate information to the issuing office to properly identify themselves.
2. Security badges will be valid only for the duration of the Contract or shorter period of time as determined by the Government.
3. A new security badge must be obtained whenever there is a significant change in facial appearance, e.g., growth or removal of facial hair, changes resulting from surgery, etc.
4. The Contractor will ensure that each Contractor and subcontractor employee returns his/her badge to the issuing office whenever any one of the following occurs, but in any event, before final payment:
  - Contract work is completed.
  - Badge is no longer needed.
  - Badge becomes void for any reason.
5. A charge of \$250.00 will be assessed to the Contractor for each security badge not returned within the times specified above. Such charges will be deducted from payments otherwise due the Contractor.
6. Lost security badges shall be reported to the issuing office as soon as possible after the loss.

e. Safety and Security Orientation

Each employee of the Contractor and subcontractor must receive a safety and security orientation briefing before being issued a security badge.

f. Prohibited Articles

The following items can only be brought onto the Hanford Site under strict controls: 1) weapons, including but not limited to firearms, explosives, or incendiary devices; 2)

nonprescription narcotics or dangerous drugs and/or controlled substances; 3) alcoholic beverages; and 4) other items similar in effect or purpose to any of the above.

1. Employees who transport, possess, or use prohibited articles within either a controlled access or administratively controlled area (including Limited and Protected Areas of the Hanford Site) are required to have in their possession a valid Prohibited Articles Pass. In addition, a Prohibited Articles Pass is required for cameras and camera equipment when brought inside the 100, 200, 300, and 400 Limited Areas.
2. Upon notification that an employee of the Contractor or a subcontractor is found to possess or is suspected of possessing narcotics, dangerous drugs, and/or controlled substances on the Hanford Site, the company for whom the individual works shall be notified that the employee's security badge is to be returned to Safeguards and Security and that the employee's work site access is being temporarily suspended pending identification, through laboratory analysis, of the items in question.
3. Upon receipt of positive identification, through laboratory analysis, of narcotics, dangerous drugs, and/or controlled substances, the individual and employing company representative, if applicable, shall be informed that the individual's access to the Hanford Site will be denied for a minimum of one (1) year.

#### H.6 Required Insurance

- a. The Contractor shall procure and maintain during the entire period of performance under this Contract the following minimum insurance coverage:
  1. Comprehensive General Liability: \$500,000 per occurrence;
  2. Automobile Liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage;
  3. Employer's liability coverage: \$100,000 except in states where worker's compensation may not be written by private carriers; and
  4. other as required by State Law.
- b. Before commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this Contract is to be performed and in no event less than 30 days after written notice to the Contracting Officer.

- c. The Contractor shall include the requirements of this clause in all subcontracts that involve work performed on the Hanford Site.
- d. Nothing herein shall relieve or limit the liability of the Contractor for losses and damages to person or property in amounts that are at or below the minimum insurance coverage required by this clause.

H.7 Responsibility for Loss or Damage to Contractor Property

The Government shall be responsible for loss or damage to the property of the Contractor only to the extent that a claim for such loss is authorized by the Federal Tort Claims Act.

H.8 Assignment of This Contract

DOE reserves the right to assign this Contract to any Federal agency or onsite contractor for contract administration. The rights and obligations of the Contractor shall not be adversely affected in any material respect as a result of such assignment. Written notice will be provided to the Contractor if an assignment is made. No claim for additional costs will be considered by reason of any assignment under this provision.

H. 9 Reimbursable Expenses

Notwithstanding that this Contract is fixed unit price, the Government will reimburse, subject to the total amount of funds obligated to this Contract and with the prior written approval of the Contracting Officer or designee, the direct cost of subcontracts for: 1) pursuing and/or defending workers' compensation litigation actions; 2) outside professional services for investigations; 3) independent medical examinations; 4) professional services for vocational rehabilitation; and 5) other services as directed by the Contracting Officer. The Contracting Officer or designee, by written notice to the Contractor, may withdraw the approval to continue to incur expenses for the aforementioned subcontracts.

H. 10 Workers' Compensation Litigation and Claims

- a. Whenever necessary to effectively administer workers' compensation claims under this Contract, the Contractor may, with the prior written authorization of the Contracting Officer or designee, and shall, upon the written request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with worker's compensation claims administered under this Contract. The Contractor shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer, and in accordance with the DOE-approved Staffing and Resource Plan if any, (including cost guidelines [see Section J, Attachment J.6 - DOE's Litigation Cost Policy]), as such Plan may be revised from time to time.
- b. The Contractor shall give the Contracting Officer immediate notice in writing of any action, including any proceeding before any administrative agency, filed regarding any workers' compensation claim administered by the Contractor in the performance of this contract. Except as otherwise directed by the Contracting Officer in writing, the

Contractor shall furnish immediately to the Contracting Officer copies of all pertinent papers received by the Contractor with respect to such action. The Contractor, with the prior written authorization of the Contracting Officer, shall proceed with such litigation in good faith and as directed from time to time by the Contracting Officer, in accordance with the DOE-approved Staffing and Resource Plan if any, (including cost guidelines), as such Plan may be revised from time to time.

- c. The Contractor agrees to submit to the Contracting Officer, to the extent and in the manner directed by the Contracting Officer, any bonds and insurance maintained by the Contractor in connection with the performance of this Contract.
- d. The Contractor shall not be reimbursed for workers' compensation litigation costs or expenses incidental to such costs:
  - (1) Which are otherwise unallowable by law or the provisions of this Contract; or
  - (2) For which the Contractor has failed to insure or to maintain insurance as required by law, this Contract, or by written direction of the Contracting Officer.
- e. If any workers' compensation suit or action is filed or any claim is made, the Contractor shall:
  - (1) immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
  - (2) authorize Government representatives to collaborate with, (i) in-house or approved outside counsel in settling or defending the claim, or (ii) counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and,
  - (3) authorize Government representatives to settle the claim or to defend or represent the Contractor in and/or to take charge of any litigation, if required by the DOE, when the liability is not insured or covered by bond. In any action against more than one DOE Contractor, the DOE may require the Contractor to be represented by common counsel. Counsel for the Contractor may, at the Contractor's expense, be associated with the DOE representatives in any such claim or litigation.

#### H.11 DOE's Claimant Benefit Payment Account

The Contractor will make payments to or on behalf of claimants from a special bank account, letter of credit or other form of Government financing. The Contractor will not be required to provide funds to cover these payments. The specific method used will be prescribed by and subject to revision by the Contracting Officer. If, in the Contractor's judgment, the total amount of payments that will be disbursed from the account within the next 30 days will exceed the total

funds available, the Contractor shall notify the Contracting Officer in writing. In no case will the Contractor issue checks in excess of the funds available.

H.12 Interface with the Hanford Site Occupational Medical Services Provider

The Hanford Environmental Health Foundation (HEHF) is the current occupational medical services provider at the Hanford Site. The occupational medical services provider may assist with case management services, nursing, vocational rehabilitation, work hardening, physical examinations, return-to-work determinations, first aid, and other occupational medical services. The occupational medical services provider may serve as the medical liaison between the Contractor, the employee, the employee's personal physician and the employer.

The Contractor shall refer the injured or ill employee to the occupational medical services provider for evaluation of their illness or injury after a claim has been filed with the State of Washington. DOE Directives and Orders require employees who experience lost time injuries or illnesses to receive a medical clearance evaluation through the occupational medical services provider prior to their return to work.

H.13 Government-Furnished Property/Services

All Government-furnished property/services are strictly limited to use for the performance of this Contract. The following are the property/services to be provided by the Government:

Office Space - Approximately 1100 square feet within the Federal Office Building, located at 825 Jadwin Avenue, in Richland, Washington (see J.2 - Federal Office Building Space Description (includes utilities).  
Hanford Local Area Network (HLAN) access.  
Telephone Lines - no more than six (6) and access to the Federal Telecommunications System (FTS) for long-distance service.

\* Commercially available interactive claims management software. (To be prescribed by the Contractor for approval and purchase by the Government.)

H.14 Automated Data Processing (ADP) and Telecommunications Equipment Standards

The Contractor will be required to provide its own ADP equipment to connect to the HLAN where the database for workers' compensation claim information shall be maintained. The following are the minimum requirements for equipment to be connected to the HLAN:

Desktop Computers

450 MegaHertz or better  
V90 Modem or equivalent  
Network Interface Card - 3COM or equivalent

## Software Requirements

Microsoft Windows 98

- \* Commercially available interactive claims management software (To be prescribed by the Contractor for approval and purchase by the Government. In the event the Government determines that specific hardware is necessary to operate the prescribed software, the Government will furnish the required hardware).

## Telephones

ATT 720 or better

### H.15 Availability of Government-Furnished Services

Services will be provided to the Contractor at the same level of reliability as the Government provides to its own staff in the Richland Federal Office Building. Occasional interruptions in service are to be expected.

### H.16 Workers' Compensation Claims For Conditions Related to Chronic Beryllium Disease or Beryllium Sensitivity

In order to clarify the treatment of workers' claims that are for Conditions purportedly related to Chronic Beryllium Disease (CBD) or Beryllium Sensitivity, the following guidelines are provided:

#### a. Definitions

1. Valid Claim: For purposes of this clause, a valid (workers' compensation) claim is identified as a condition that has been:
  - i. diagnosed based upon objective medical evidence,
  - ii. determined related to employment, on a more-probable-than-not basis, and
  - iii. attested-to by signature from a licensed physician.

Diagnostic testing for all beryllium exposure claims will be provided at either Harborview Hospital in Seattle, Washington or at National Jewish Hospital in Denver, Colorado (or at other locations deemed acceptable by RL/ORP).

#### b. Application Guidelines

1. For workers with previously-validated Beryllium Sensitivity:

It is the opinion of medical experts that individuals diagnosed with Beryllium Sensitivity do not suffer any symptoms and no treatment is required other than surveillance exams on an annual basis or as otherwise specified by the physician. Therefore, the Contractor shall not authorize payment of any treatment that is submitted as related to a Beryllium Sensitivity condition, except for annual surveillance examinations.

2. For workers with previously-validated Chronic Beryllium Disease (CBD) claims:

According to medical experts, Chronic Beryllium Disease usually originates in the lungs. Research has found that people with Chronic Beryllium Disease often suffer from a variety of other, non-pulmonary illnesses, believed to be caused by CBD.

Accordingly, CCSI shall accept all Workers' Compensation claims for conditions diagnosed as a manifestation of CBD, when such claims are based upon the diagnosis of a physician who specializes in diagnosing and treating CBD, consistent with the criteria set forth in subsection (a.1) above. In such cases, CCSI is authorized to rely solely upon the diagnosis provided by such physician to support the diagnosis and relationship.

3. Workers without previously-validated CBD or Beryllium Sensitivity claims:

CCSI shall not authorize/approve any CBD or Beryllium Sensitivity related claim that does not meet with the Valid Claim requirements of subsection (a.1) above.



## PART II – CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

##### I.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this internet address:

<http://www.arinet.gov/far>

##### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PROCE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	AUG 1996	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SETASIDE
52.219-8	JAN 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-44	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION

52.224-2	APR 1984	PRIVACY ACT
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES – CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	APR 1996	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-16	JUL 1991	PROGRESS PAYMENTS Alternate I (AUG 1987)
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-24	JAN 1986	PROHIBITION OF ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-33	AUG 1996	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
52.233-1	DEC 1998	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED-PRICE Alternate I (APR 1984)
52.244-6	OCT 1998	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-2	DEC 1989	GOVERNMENT PROPERTY (FIXED PRICE)
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of the contract expiration date.

(End of clause)

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the contract expiration date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**Section J**

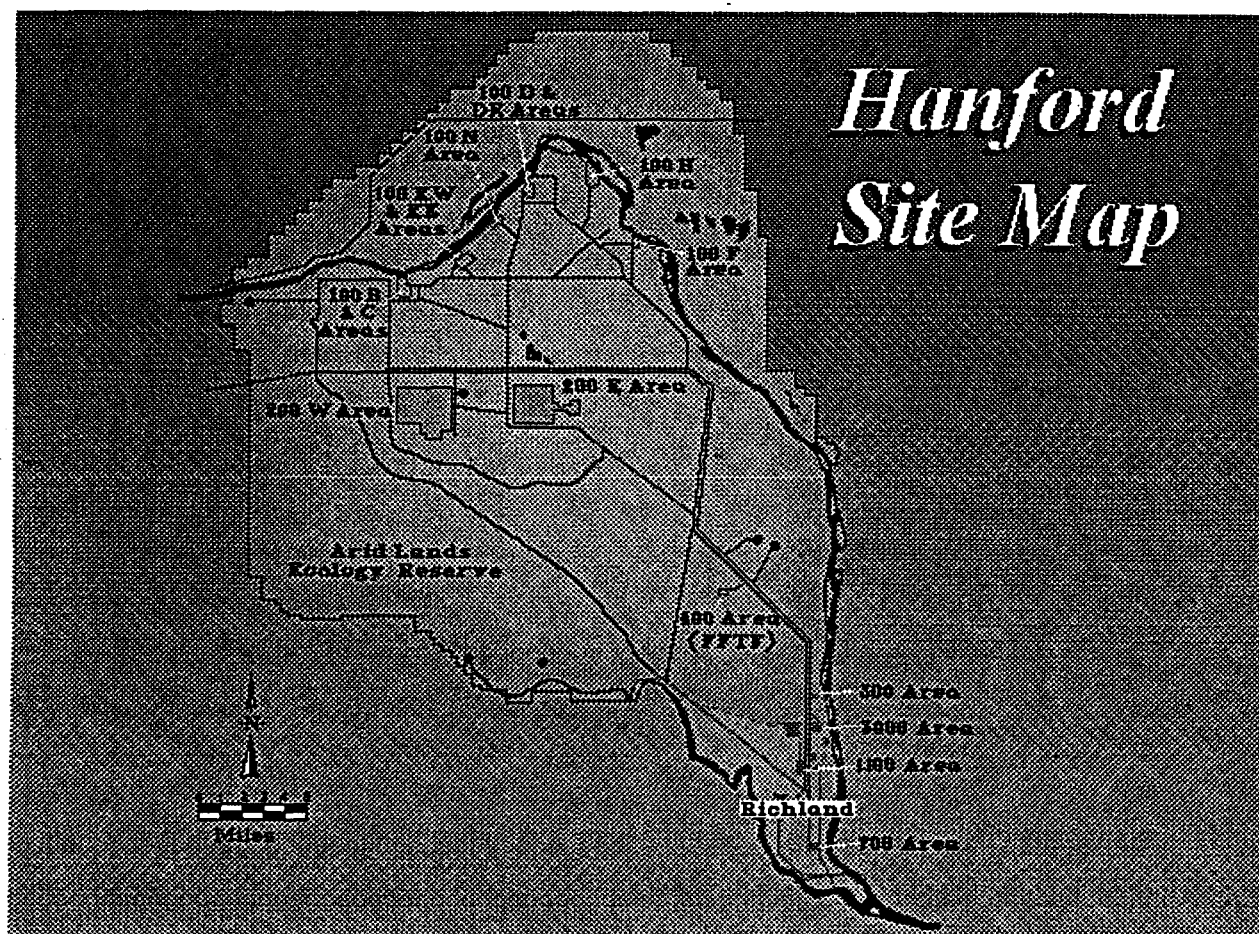
**List of Attachments**

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## J.1 Hanford Site Map

The Hanford Site is located in southeastern Washington and covers 540 square miles of land north of Richland, Washington. The site is bounded on the north and east by the Columbia River. Within the Hanford Site are several areas where former defense production facilities are located.



J.2 Federal Office Building Space Description

Figure 1. describes the office space available within the Federal Office Building located at 825 Jadwin Avenue, Richland, Washington. The office space is approximately 1100 square feet (including hallways).

<u>Room</u>	<u>Approximate Square Feet</u>
100-QA	100
100-QB	100
113	200
116	100
116-A	300
116-B	100
116-D	<u>150</u>
	1050

(see attached)



J.3 Covered Site Contractors/Subcontractors

Fluor Hanford (Prime) formerly Fluor Daniel Hanford

- DynCorp Tri-Cities Services (subcontractor)
- Day & Zimmerman, LLC doing business as Protection Technology Hanford (subcontractor)
- Numatec Hanford Corporation (subcontractor)
- Duratek Federal Services of Washington Hanford Inc. (formerly Waste Management Hanford, which used to be Duke Engineering & Services Hanford Inc.)

Fluor Federal Services - NWS (enterprise company)

Point of contact is Terry Chrisler at 376-7297

Bechtel Hanford Inc. (Prime)

- CH2M Hill (subcontractor)
- Eberline Services Hanford, Inc. (formerly Thermo Hanford, Inc.) (subcontractor)

Battelle Memorial Institutes (Prime)

Hanford Environmental Health Foundation (Prime)

CH2M Hill, (ORP prime)

Point of contact is Miki Mensinger at 376-8234

Fluor Hanford manages claims by employees of former contractors. The list of former contractors is as follows:

Westinghouse Hanford Company  
Kaiser Engineers Hanford  
J. A. Jones Construction Services Inc.  
Rockwell Hanford Operations  
Boeing Computer Services Richland  
United Nuclear Corporation  
General Electric  
Babcock & Wilcox Hanford Company  
Lockheed Martin Hanford Company  
Rust Federal Services  
Duke Engineering & Services Hanford  
Waste Management Hanford  
Other predecessor contractors (e.g., ITT, DUN, ARCO, VITRO, BRAUN, etc.)



J.4 List of Applicable Directives

The list of Directives may be revised during contract performance by the mutual agreement of the contracting parties via a bi-lateral modification.

The following DOE Orders, Directives and Contractor Requirements Documents (CRDs) are applicable to this contract:

DOE 2320.1C	Cooperation with the Office of Inspector General
DOE 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations
RLID 473.2	Hanford Site Access Eligibility
RLID 1360.2B	Unclassified Computer Security Program
CRD DOE N 350.6	Acceptance of Valid Workers' Compensation Claims

**J.5     Status Report Format**

In order to meet the information needs of RL and its covered Site contractors and subcontractors, the Contracting Officer will specify the status report format and contents after discussions among DOE, the Contractor and the covered Hanford Site contractors.

J.6     Litigation Cost Policy

(Attached)

### Final Policy Statement:

#### Management and Operating Contractor Litigation Costs

##### I. Purpose

The purpose of this policy statement is to establish final policies on the reasonableness of management and operating (M&O) contractor litigation costs.

##### II. Background

Under the allowable costs clause of the Department's M&O contracts, attorneys' fees and other litigation costs are allowable only if reasonable and incurred in accordance with the Litigation and Claims clause. The policies set forth below are a prospective reference to aid in Contracting Officers' determinations as to whether contractor litigation costs under M&O contracts are reasonable.

The Department recognizes that these policies can be most effectively achieved for pending cases through the cooperation of the contractors and the law firms involved. The Department intends to work closely with the contractors to ensure a smooth implementation that will not compromise the defense of pending matters.

##### III. Guidance

These policies apply to reimbursement of present and former M&O contractors for amounts paid to outside law firms and consultants ("outside firms") in connection with litigation to which the contractor is a party, except to the extent the contractor's own litigation procedures or current retainer agreements contain more cost-restrictive provisions. The Contracting Officer, or his or her designated representative (hereinafter "Contracting Officer"), may, after consultation with Department counsel, authorize an exception to the policies described below based upon economy, the interests of the Government, or other good cause. These policies may be modified, from time to time, as the Department determines appropriate. The Contracting Officer has authority to exclude from these policies cases whose expected costs of defense are less than \$25,000 and/or routine matters handled by outside counsel retained and supervised by an insurance carrier.

### A. Final Policies

Contracting Officers shall refer to and consider the following policies in determining the reasonableness of contractor litigation costs. The failure to specify or describe a particular category of cost in paragraphs III.A.1. through III.A.10. does not imply that such category of cost is either allowable or unallowable.

#### 1. Terms of Engagement

In order for costs incurred by an M&O contractor for an outside firm to be considered reasonable, they shall be incurred in accordance with the terms of engagement between the contractor and the outside firm which have been approved by the Contracting Officer. The terms of engagement between the contractor and the outside firm shall incorporate and include the policies included in paragraphs III.A.1. through III.A.10. of this policy statement. The terms of engagement shall also provide that the outside firm will comply with the Department's Litigation Management Procedures, which, among other things, require a Staffing and Resource Plan (for significant cases), periodic case assessments and budgets, adequate audit provisions, and notification to the Department and the contractor of any significant change in the Staffing and Resource Plan.

a. Bills and invoices. All bills and invoices shall reflect the information and contents set forth in the model format of Attachment A. Any bill or invoice shall also contain a certification signed by a representative of the outside law firm to the effect that:

"Under penalty of law, [the representative] acknowledges the expectation that the bill will be paid by the contractor and that the contractor will be reimbursed by the Federal Government through the U.S. Department of Energy, and, based on personal knowledge and a good faith belief, certifies that the bill is truthful and accurate, and that the services and charges set forth herein comply with the terms of engagement and the policies set forth in the Department of Energy policy statement on contractor litigation, and that the costs and charges set forth herein are necessary for the litigation."

b. Audit. All terms of engagement must contain a provision for auditing expenditures under the terms of engagement to determine and ensure compliance with the terms of engagement and the provisions of the prime contract, and to determine the accuracy of any bill or invoice for the services of the outside firm. The provision shall include a statement that:

- [The outside firm] expects that the costs of the services rendered under the terms of engagement will be paid by the contractor and that the contractor will be reimbursed by the Federal Government through the U.S. Department of Energy.

- [The contractor] and the Department of Energy, its designated representative, and the General Accounting Office, have the right upon request, at reasonable times and at reasonable locations, to inspect, copy, and audit all records documenting billable fees and costs under the terms of engagement, the systems employed by [the outside firm] to capture, record, and bill the fees and costs, and any other records relevant to the representation by the outside firm under the terms of engagement.

- [The outside firm] will retain all such records for a period of three (3) years after the final payment under the terms of engagement.

- The provision does not constitute a waiver of any applicable legal privilege, protection, or immunity with respect to disclosure of these records to third parties.

## 2. Fees

In determining whether fees or rates charged by an outside firm are reasonable for purposes of approving a contractor's terms of engagement with an outside firm, the Contracting Officer shall consider whether the contractor sought the lowest reasonably achievable fees or rates (including any currently available or possibly negotiable discounts) from the outside firm, whether the contractor considered rates available from other firms providing comparable services, and whether the contractor considered alternative rate structures such as flat, contingent, and other innovative proposals.

## 3. Profit and Overhead

The rate and fee structure shall include all outside firm "overhead" and "profit," and, therefore, any additional overhead or profit charged by the outside firm shall be considered unreasonable. Similarly, any markups by the outside firm for supplies or services procured from third parties would be unreasonable. For instance, only the actual costs of messenger services shall be allowed, whether the service was performed by the outside firm or a third party. Additionally, any interest the contractor incurred on any outstanding (unpaid) bills from outside firms is not reimbursable under the Department of Energy Acquisition Regulation.

## 4. Travel and Related Expenses

Charges for air travel shall be the actual cost, not to exceed the coach class fare. Charges for local ground travel shall be the actual cost of the taxi service, or the existing Internal Revenue Service's mileage deduction allowance if the person drives his or her own automobile. Charges billed for meals, lodging and rental cars must be moderate. The rates set forth in the Federal Travel Regulations will be deemed presumptively reasonable. See 41 CFR ch. 301. Charges for luxury hotels, cars, or services such as movies and fitness facilities are neither necessary nor reasonable.

Travel by more than one person from an outside law or consulting firm to attend a deposition, court hearing, interview, or meeting outside the person's home office shall not be considered reasonable except when authorized by contractor counsel in accordance with procedures agreed upon with Department counsel.

Any travel time may be reimbursed at a full rate for the portion of time during which the outside firm performs work for the contractor. For air travel, any remaining travel time during normal working hours shall be reimbursed at 50 percent. In no event is travel time for time during which work was performed for other clients reimbursable.

## 5. Copying

Copying charges shall not exceed ten cents a page, unless supported by a cost study and approved in advance by the Contracting Officer. Copying projects where volume would generate substantial savings should be sent to outside vendors when practicable and cheaper. As with costs for all supplies and services, the Contracting Officer should look to local commercial rates as a benchmark.

## 6. Telephone Charges and Faxes

Charges billed for toll or long distance calls, including facsimile/telecopier transmissions, shall not exceed the actual charge for each call, with no overhead or surcharge adjustment.

## 7. Computer Time

Charges for computer-assisted research shall not exceed the actual cost, with no overhead or surcharge adjustments.

## 8. Overtime and Certain Temporary Employees

Secretarial and clerical overtime or costs of temporary support personnel billed by the outside firm shall not be charged, unless the Contracting Officer approves such overtime or temporary

support personnel or the cost is caused or required by an emergency situation not of the contractor or outside attorney's making. Time charged by summer associates should be scrutinized for its efficiency and consistency with the Staffing and Resource Plan.

## 9. Experts Employed by Department of Energy Contractors

If the contractor or outside counsel wishes to retain as a consultant in a matter an employee of another contractor of the Department of Energy, the requesting contractor must receive prior approval from the Department of Energy, which will attempt to furnish the expert directly through the contractor that currently employs the potential consultant. This policy does not alter any applicable provisions of the prime contract with either the requesting or the employing contractor.

## 10. Specific Non-reimbursable Costs

The contracting officer shall not consider for reimbursement any proposed costs by the contractor for any direct costs incurred by outside firms for the following items: entertainment; alcoholic beverages; secretarial or clerical support time (except as provided under paragraph 8, above); word processing; computers or general application software; client development and related activities; trade publications, books, treatises, background materials, and other similar documents; professional/educational seminars and conferences; preparation of bills; parking fines or any other fines or penalties for illegal conduct; and food, beverages and the like when the attorney or consultant is not on travel status and away from the home office. An exception may be made, however, for reasonable expenses for working meals during an in-house meeting not in excess of \$10 per person. No outside firm's bills are to contain any items representing disbursements made for the benefit of the contractor's employees, such as meals or lodging for contractor's current personnel (other than conference meals at which contractor personnel are present under this paragraph).

## IV. Effective Dates

These policies are effective with respect to determinations of reasonableness and allowability of costs for services rendered and expenses incurred:

1. on or after October 1, 1994, for all class actions;

2. on or after November 1, 1994, for all non-class actions commenced on or after October 1, 1994; and

3. on or after February 1, 1995, for all non-class-action litigation commenced before October 1, 1994.

Attachment A. — U.S. Department of Energy, Office of General Counsel, Contractor Litigation Costs, Model Bill Format and Contents

### I. FOR FEES

Date of service	Description of service	Name or initials of attorney	Approved rate	Time charged	Amount (rate x time)
.....	(See Note 1 below).	.....	.....	.....	

### II. FOR DISBURSEMENTS

Date	Description of disbursement	Amount
.....	(See Note 2 below). .....	

Note 1.—Description of Service: All fees must be itemized and described in sufficient detail and specificity to reflect the purpose and nature of the work performed (e.g., subject matter researched or discussed; names of participants of calls/meetings; type of documents reviewed).

Note 2.—Description of Disbursement: Description should be in sufficient detail to determine that the disbursement expense was in accordance with all applicable DOE policies on contractor litigation costs and the terms of engagement between the contractor and the law firm (e.g., if copying charges, include number of pages copied and cost per page).

J.7 Wage Rate Determination No. 94-2569

(See Attached)

STANDARD FORM 64  
Rev. Feb. 1973  
U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS  
ADMINISTRATION

**NOTICE OF INTENTION TO MAKE  
A SERVICE CONTRACT AND RESPONSE TO NOTICE**  
*(See Instructions on Reverse)*

2. NOTICE NO.

A 1637117

MAIL TO:

**Administrator  
Wage and Hour Division  
U.S. Department of Labor  
Washington, D.C. 20210**

2. Estimated solicitation date (use numerals)

Month	02	Day	06	Year	99
	02		06		00

3. Estimated date bids or proposals to be opened or negotiations begun (are unworkable)

Month	02	Day	06	Year	99
	02		06		00

4. Data control of performance to begin (use numerals)

Month	02	Day	06	Year	99
	02		06		00

### B. PLACE(S) OF PERFORMANCE

BENTON COUNTY  
RICHLAND, WA  
99352

6. SERVICES TO BE PERFORMED (Describe)

SEE ATTACHED EXHIBIT A&B  
BLANKET WAGE DETERMINATION PACKAGE

## 7. INFORMATION ABOUT PERFORMANCE

A. ☒ Services now performed by a contractor

B. ☐ Services now performed by Federal employees

C. ☐ Services not presently being performed

B. IF BOX A IN ITEM 7 IS MARKED, COMPLETE ITEM II AS APPLICABLE

2. Name and address of incumbent contractor

b. Number(s) of any wage determination(s) in incumbent's contract

U.S. DEPARTMENT OF ENERGY

94-2569 (RB)

RICHLAND, WA 99352

94-2570 (R4)

c. Name(s) of union(s) if services are being performed under collective bargaining agreement(s). Important: Attach copies of current applicable collective bargaining agreements

**RESPONSE TO NOTICE**  
(by Department of Labor)

A. ☒ The attached wage determination(s) listed below apply to procurement.

B. ☐ As of this date, no wage determination applicable to the specified locality and classes of employees is in effect.

C. ☐ From information supplied, the Service Contract Act does not apply (*see attached explanation*).

D. ☐ Notice returned for additional information (see attached explanation).

### 9. OFFICIAL SUBMITTING NOTICE

**SIGNED:**

**DATE**

TYPE OR PRINT NAME

SHARON D. RUEHL  
BWD COORDINATOR

TELEPHONE NO.

(509) 376-4872

10. TYPE OR PRINT NAME AND TITLE OF PERSON TO WHOM RESPONSE IS TO BE SENT AND NAME AND ADDRESS OF DEPARTMENT OR AGENCY, BUREAU, DIVISION, ETC.

U.S. DEPARTMENT OF ENERGY  
SHARON D. RUEHL, BWD COORDINATOR  
P.O. BOX 550, A6-36  
RICHLAND, WA 99352

**JAN 1 1999**

JAN - 4 - 1985

(Dag 6)



REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Division of Wage Determinations

Wage Determination No.: 94-2569  
Revision No.: 09  
Date of Last Revision: 06/17/1998

State(s): Oregon, Washington

Areas: Oregon COUNTIES OF Baker, Grant, Harney, Malheur, Morrow, Umatilla,  
Union, Wallowa, Wheeler  
Washington COUNTIES OF Benton, Franklin, Walla Walla, Yakima

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

## OCCUPATION CODE AND TITLE

## MINIMUM HOURLY WAGE

## Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 7.99
01012 Accounting Clerk II	\$ 8.73
01013 Accounting Clerk III	\$ 10.13
01014 Accounting Clerk IV	\$ 13.23
01030 Court Reporter	\$ 10.85
01050 Dispatcher, Motor Vehicle	\$ 9.55
01060 Document Preparation Clerk	\$ 9.08
01070 Messenger (Courier)	\$ 6.97
01090 Duplicating Machine Operator	\$ 9.08
01110 Film/Tape Librarian	\$ 9.70
01115 General Clerk I	\$ 6.97
01116 General Clerk II	\$ 7.75
01117 General Clerk III	\$ 9.08
01118 General Clerk IV	\$ 10.18
01120 Housing Referral Assistant	\$ 12.95
01131 Key Entry Operator I	\$ 8.78
01132 Key Entry Operator II	\$ 9.58
01191 Order Clerk I	\$ 7.99
01192 Order Clerk II	\$ 9.58
01261 Personnel Assistant (Employment) I	\$ 8.64
01262 Personnel Assistant (Employment) II	\$ 9.70
01263 Personnel Assistant (Employment) III	\$ 10.85
01264 Personnel Assistant (Employment) IV	\$ 12.95
01270 Production Control Clerk	\$ 12.95
01290 Rental Clerk	\$ 9.70
01300 Scheduler, Maintenance	\$ 9.70
01311 Secretary I	\$ 9.70
01312 Secretary II	\$ 10.85
01313 Secretary III	\$ 12.95
01314 Secretary IV	\$ 14.50
01315 Secretary V	\$ 16.05
01320 Service Order Dispatcher	\$ 9.70
01341 Stenographer I	\$ 9.02
01342 Stenographer II	\$ 10.87
01400 Supply Technician	\$ 14.50
01420 Survey Worker (Interviewer)	\$ 10.85
01460 Switchboard Operator-Receptionist	\$ 7.86
01510 Test Examiner	\$ 10.85
01520 Test Proctor	\$ 10.85

01531 Travel Clerk I	\$ 7.80
01532 Travel Clerk II	\$ 8.20
01533 Travel Clerk III	\$ 8.77
01611 Word Processor I	\$ 8.64
01612 Word Processor II	\$ 9.70
01613 Word Processor III	\$ 10.85

**Automatic Data Processing Occupations:**

03010 Computer Data Librarian	\$ 8.83
03041 Computer Operator I	\$ 8.83
03042 Computer Operator II	\$ 10.90
03043 Computer Operator III	\$ 13.78
03044 Computer Operator IV	\$ 15.93
03045 Computer Operator V	\$ 17.09
03071 Computer Programmer I 1/	\$ 13.20
03072 Computer Programmer II 1/	\$ 15.58
03073 Computer Programmer III 1/	\$ 18.48
03074 Computer Programmer IV 1/	\$ 22.78
03101 Computer Systems Analyst I 1/	\$ 18.88
03102 Computer Systems Analyst II 1/	\$ 22.15
03103 Computer Systems Analyst III 1/	\$ 23.79
03160 Peripheral Equipment Operator	\$ 9.38

**Automotive Service Occupations:**

05005 Automobile Body Repairer, Fiberglass	\$ 18.08
05010 Automotive Glass Installer	\$ 16.27
05040 Automotive Worker	\$ 16.27
05070 Electrician, Automotive	\$ 17.18
05100 Mobile Equipment Servicer	\$ 14.44
05130 Motor Equipment Metal Mechanic	\$ 18.08
05160 Motor Equipment Metal Worker	\$ 16.27
05190 Motor Vehicle Mechanic	\$ 18.08
05220 Motor Vehicle Mechanic Helper	\$ 13.53
05250 Motor Vehicle Upholstery Worker	\$ 15.34
05280 Motor Vehicle Wrecker	\$ 16.27
05310 Painter, Automotive	\$ 17.18
05340 Radiator Repair Specialist	\$ 16.27
05370 Tire Repairer	\$ 14.44
05400 Transmission Repair Specialist	\$ 18.08

**Food Preparation and Service Occupations:**

07010 Baker	\$ 15.13
07041 Cook I	\$ 13.50
07042 Cook II	\$ 15.13
07070 Dishwasher	\$ 9.56
07100 Food Service Worker (Cafeteria Worker)	\$ 9.56
07130 Meat Cutter	\$ 15.13
07250 Waiter/Waitress	\$ 10.67

**Furniture Maintenance and Repair Occupations:**

09010 Electrostatic Spray Painter	\$ 17.18
09040 Furniture Handler	\$ 11.31
09070 Furniture Refinisher	\$ 17.18
09100 Furniture Refinisher Helper	\$ 13.53
09110 Furniture Repairer, Minor	\$ 15.34
09130 Upholsterer	\$ 17.18

**General Service and Support Occupations:**

11030 Cleaner, Vehicles	\$ 9.56
11060 Elevator Operator	\$ 9.56
11090 Gardener	\$ 13.50
11121 Housekeeping Aide I	\$ 8.46
11122 Housekeeping Aide II	\$ 9.56
11150 Janitor	\$ 9.56
11210 Laborer, Grounds Maintenance	\$ 10.67
11240 Maid or Houseman	\$ 8.46
11270 Pest Controller	\$ 14.27
11300 Refuse Collector	\$ 9.56
11330 Tractor Operator	\$ 12.76
11360 Window Cleaner	\$ 10.67

**Health Occupations:**

12020 Dental Assistant	\$ 9.55
12040 Emergency Medical Technician / Paramedic Ambulance Driver	\$ 11.03
12071 Licensed Practical Nurse I	\$ 7.61
12072 Licensed Practical Nurse II	\$ 8.54
12073 Licensed Practical Nurse III	\$ 9.55
12100 Medical Assistant	\$ 8.54
12130 Medical Laboratory Technician	\$ 8.54
12160 Medical Record Clerk	\$ 8.54
12190 Medical Record Technician	\$ 11.83
12221 Nursing Assistant I	\$ 6.20
12222 Nursing Assistant II	\$ 6.97
12223 Nursing Assistant III	\$ 7.61
12224 Nursing Assistant IV	\$ 8.54
12250 Pharmacy Technician	\$ 10.65
12280 Phlebotomist	\$ 8.54
12311 Registered Nurse I	\$ 11.83
12312 Registered Nurse II	\$ 14.47
12313 Registered Nurse II, Specialist	\$ 14.47
12314 Registered Nurse III	\$ 17.51
12315 Registered Nurse III, Anesthetist	\$ 17.51
12316 Registered Nurse IV	\$ 20.99

**Information and Arts Occupations:**

13002 Audiovisual Librarian	\$ 14.31
13011 Exhibits Specialist I	\$ 12.40
13012 Exhibits Specialist II	\$ 14.79
13013 Exhibits Specialist III	\$ 16.23
13041 Illustrator I	\$ 12.40
13042 Illustrator II	\$ 14.79
13043 Illustrator III	\$ 16.23
13047 Librarian	\$ 16.05
13050 Library Technician	\$ 10.85
13071 Photographer I	\$ 11.55
13072 Photographer II	\$ 14.83
13073 Photographer III	\$ 16.23
13074 Photographer IV	\$ 18.01
13075 Photographer V	\$ 19.99

**Laundry, Drycleaning, Pressing and Related Occups:**

15010 Assembler	\$ 5.80
15030 Counter Attendant	\$ 5.80
15040 Dry Cleaner	\$ 7.62
15070 Finisher, Flatwork, Machine	\$ 5.80
15090 Presser, Hand	\$ 5.80
15100 Presser, Machine, Drycleaning	\$ 5.80
15130 Presser, Machine, Shirts	\$ 5.80

15160 Presser, Machine, Wearing Apparel, Laundry	\$ 5.80
15190 Sewing Machine Operator	\$ 8.22
15220 Tailor	\$ 8.84
15250 Washer, Machine	\$ 6.41

**Machine Tool Operation and Repair Occupations:**

19010 Machine-Tool Operator (Toolroom)	\$ 17.18
19040 Tool and Die Maker	\$ 20.82

**Materials Handling and Packing Occupations:**

21010 Fuel Distribution System Operator	\$ 14.44
21020 Material Coordinator	\$ 12.09
21030 Material Expediter	\$ 12.09
21040 Material Handling Laborer	\$ 8.92
21050 Order Filler	\$ 10.90
21071 Forklift Operator	\$ 9.83
21080 Production Line Worker (Food Processing)	\$ 11.92
21100 Shipping/Receiving Clerk	\$ 10.29
21130 Shipping Packer	\$ 9.95
21140 Store Worker I	\$ 8.86
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 9.95
21210 Tools and Parts Attendant	\$ 10.70
21400 Warehouse Specialist	\$ 11.92

**Mechanics and Maintenance and Repair Occupations:**

23010 Aircraft Mechanic	\$ 18.08
23040 Aircraft Mechanic Helper	\$ 13.53
23050 Aircraft Quality Control Inspector	\$ 19.01
23060 Aircraft Servicer	\$ 15.34
23070 Aircraft Worker	\$ 16.27
23100 Appliance Mechanic	\$ 17.18
23120 Bicycle Repairer	\$ 14.44
23125 Cable Splicer	\$ 18.08
23130 Carpenter, Maintenance	\$ 17.18
23140 Carper Layer	\$ 16.27
23160 Electrician, Maintenance	\$ 18.08
23181 Electronics Technician, Maintenance I	\$ 14.47
23182 Electronics Technician, Maintenance II	\$ 17.71
23183 Electronics Technician, Maintenance III	\$ 18.64
23260 Fabric Worker	\$ 15.34
23290 Fire Alarm System Mechanic	\$ 18.08
23310 Fire Extinguisher Repairer	\$ 14.44
23340 Fuel Distribution System Mechanic	\$ 18.08
23370 General Maintenance Worker	\$ 16.27
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 18.08
23430 Heavy Equipment Mechanic	\$ 18.08
23440 Heavy Equipment Operator	\$ 16.08
23460 Instrument Mechanic	\$ 18.08
23470 Laborer	\$ 9.56
23500 Locksmith	\$ 17.18
23530 Machinery Maintenance Mechanic	\$ 18.08
23550 Machinist, Maintenance	\$ 18.08
23580 Maintenance Trades Helper	\$ 13.53
23640 Millwright	\$ 18.08
23700 Office Appliance Repairer	\$ 17.18
23740 Painter, Aircraft	\$ 17.18
23760 Painter, Maintenance	\$ 17.18
23790 Pipefitter, Maintenance	\$ 18.08
23800 Plumber, Maintenance	\$ 17.18
23820 Pneudraulic Systems Mechanic	\$ 18.08

23850 Rigger	\$ 13.08
23870 Scale Mechanic	\$ 16.27
23890 Sheet-Metal Worker, Maintenance	\$ 13.08
23910 Small Engine Mechanic	\$ 16.27
23930 Telecommunications Mechanic I	\$ 13.08
23931 Telecommunications Mechanic II	\$ 19.01
23950 Telephone Lineman	\$ 13.08
23960 Welder, Combination, Maintenance	\$ 13.08
23965 Well Driller	\$ 13.08
23970 Woodcraft Worker	\$ 13.08
23980 Woodworker	\$ 14.44

**Personal Needs Occupations:**

24570 Child Care Attendant	\$ 8.82
24580 Child Care Center Clerk	\$ 10.52
24600 Chore Aide	\$ 8.46
24630 Homemaker	\$ 12.21

**Plant and System Operation Occupations:**

25010 Boiler Tender	\$ 18.08
25040 Sewage Plant Operator	\$ 17.18
25070 Stationary Engineer	\$ 18.08
25190 Ventilation Equipment Tender	\$ 13.53
25210 Water Treatment Plant Operator	\$ 17.18

**Protective Service Occupations:**

27004 Alarm Monitor	\$ 9.60
27006 Corrections Officer	\$ 17.39
27010 Court Security Officer	\$ 18.49
27040 Detention Officer	\$ 17.39
27070 Firefighter	\$ 17.41
27101 Guard I	\$ 7.65
27102 Guard II	\$ 9.60
27130 Police Officer	\$ 20.68

**Stevedoring/Longshoremen Occupational Services:**

28010 Blocker and Bracer	\$ 14.34
28020 Hatch Tender	\$ 14.34
28130 Line Handler	\$ 14.34
28140 Stevedore I	\$ 13.51
28150 Stevedore II	\$ 15.13

**Technical Occupations:**

29011 Air Traffic Control Specialist, Center 2/	\$ 22.77
29011 Air Traffic Control Specialist, Station 2/	\$ 15.71
29012 Air Traffic Control Specialist, Terminal 2/	\$ 17.29
29023 Archeological Technician I	\$ 12.76
29024 Archeological Technician II	\$ 14.27
29025 Archeological Technician III	\$ 17.68
29030 Cartographic Technician	\$ 17.68
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 18.88
29040 Civil Engineering Technician	\$ 17.68
29061 Drafter I	\$ 10.27
29062 Drafter II	\$ 11.55
29063 Drafter III	\$ 14.83
29064 Drafter IV	\$ 17.68
29081 Engineering Technician I	\$ 11.14
29082 Engineering Technician II	\$ 12.50

29083 Engineering Technician III	\$ 15.10
29084 Engineering Technician IV	\$ 18.28
29085 Engineering Technician V	\$ 22.28
29086 Engineering Technician VI	\$ 26.96
29090 Environmental Technician	\$ 15.93
29100 Flight Simulator/Instructor (Pilot)	\$ 22.15
29150 Graphic Artist	\$ 18.88
29160 Instructor	\$ 16.26
29210 Laboratory Technician	\$ 13.78
29240 Mathematical Technician	\$ 17.69
29361 Paralegal/Legal Assistant I	\$ 11.74
29362 Paralegal/Legal Assistant II	\$ 14.50
29363 Paralegal/Legal Assistant III	\$ 16.15
29364 Paralegal/Legal Assistant IV	\$ 21.46
29390 Photooptics Technician	\$ 17.69
29480 Technical Writer	\$ 16.47
29491 Unexploded Ordnance Technician I	\$ 14.47
29492 Unexploded Ordnance Technician II	\$ 17.51
29493 Unexploded Ordnance Technician III	\$ 20.99
29494 Unexploded Safety Escort	\$ 14.47
29495 Unexploded Sweep Personnel	\$ 14.47
29620 Weather Observer, Senior 3/	\$ 15.31
29621 Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 13.78
29622 Weather Observer, Upper Air 3/	\$ 13.78

## Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 11.77
31260 Parking and Lot Attendant	\$ 7.78
31290 Shuttle Bus Driver	\$ 11.09
31300 Taxi Driver	\$ 10.43
31361 Truckdriver, Light Truck	\$ 11.09
31362 Truckdriver, Medium Truck	\$ 11.77
31363 Truckdriver, Heavy Truck	\$ 13.86
31364 Truckdriver, Tractor-Trailer	\$ 13.86

## Miscellaneous Occupations:

99020 Animal Caretaker	\$ 11.78
99030 Cashier	\$ 7.19
99041 Carnival Equipment Operator	\$ 12.76
99042 Carnival Equipment Repairer	\$ 13.63
99043 Carnival Worker	\$ 9.56
99050 Desk Clerk	\$ 8.82
99095 Embalmer	\$ 14.47
99300 Lifeguard	\$ 7.86
99310 Mortician	\$ 14.47
99350 Park Attendant (Aide)	\$ 9.86
99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 7.86
99500 Recreation Specialist	\$ 12.21
99510 Recycling Worker	\$ 12.64
99610 Sales Clerk	\$ 7.86
99620 School Crossing Guard (Crosswalk Attendant)	\$ 9.56
99630 Sports Official	\$ 7.86
99658 Survey Party Chief (Chief of Party)	\$ 14.97
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 12.87
99660 Surveying Aide	\$ 9.40
99690 Swimming Pool Operator	\$ 15.13
99720 Vending Machine Attendant	\$ 12.63
99730 Vending Machine Repairer	\$ 15.13
99740 Vending Machine Repairer Helper	\$ 12.63

**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

HEALTH & WELFARE: ~~\$1.39~~ <sup>\$1.63 per</sup> per hour or ~~\$55.60~~ <sup>\$65.20 per</sup> per week or ~~\$240.93~~ <sup>\$282.53 per</sup> per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 10 years; 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1 Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/ APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/ WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).



2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.